

ORIGINAL

AO 100 (Rev. 06/09) Agreement to Forfeit Real Property to Obtain a Defendant's Release

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

UNITED STATES DISTRICT COURT

District of Hawaii

JAN 28 2014
at 3 o'clock and 4 min. M
SUE BEITIA, CLERK

UNITED STATES OF AMERICA)

V.)

MARC HUBBARD)

Defendant)

Case No. CR 12-01133-LEK-01

AGREEMENT TO FORFEIT REAL PROPERTY TO OBTAIN A DEFENDANT'S RELEASE

To obtain the defendant's release, we jointly and severally agree to forfeit the following property to the United States of America if this defendant fails to appear as required for any court proceeding or for the service of any sentence imposed as may be noticed or ordered by any court considering this matter, or fails to comply with any conditions of release set by the court (*describe property and any claim, lien, mortgage, or other encumbrance on it*):

Property located at 3500 E. Independence Boulevard, Charlotte, North Carolina 28205, owned by Jbez Consolidated Holdings Inc. Once the property is posted, the current bond (\$100,000 cash) will be returned to the defendant (\$25,000 directly to the defendant and \$75,000 balance to be deposited into a client trust fund held by his attorney).

Ownership. We declare under penalty of perjury that we are this property's sole owners and that it is not subject to any claim, lien, mortgage, or other encumbrance except as disclosed above. We promise not to sell, mortgage, or otherwise encumber the property, or do anything to reduce its value while this agreement is in effect. We deposit with the court the following ownership documents, including any encumbrance documents (*list all documents and submit as attachments*):

Surety Information. We understand that the court and the United States of America will rely on the surety information in approving this agreement.

Conditions of Release. We state that we have either read all court-ordered conditions of release imposed on the defendant or had them explained to us.

Continuing Agreement. Unless the court orders otherwise, this agreement remains in effect during any appeal or other review until the defendant has satisfied all court notices, orders, and conditions.

Exoneration of Sureties. This agreement is satisfied and ends if the defendant is exonerated on all charges or, if convicted, the defendant reports to serve any sentence imposed.

Forfeiture. If the defendant fails to obey all conditions of release, court notices, and orders to appear, the court will immediately order the property forfeited and on motion of the United States of America may order a judgment of forfeiture against the signing parties and their representatives, jointly and severally, including interest and costs.

I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

Date: 1/24/2014

x



Defendant (if a property owner)

City and State Charlotte, NC

Jabez Consolidated Holdings, Inc.

Property owner's printed name

x



Property owner's signature - Marc Hubbard, President/Owner

Property owner's printed name

Property owner's signature

Property owner's printed name

Property owner's signature

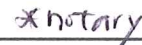
Sworn and signed before me.



SUE BEITIA, CLERK OF COURT

Date: 1/ /2014

by:



Signature of Deputy Clerk

Agreement approved.

Date: JAN 28 2014



Judge's signature

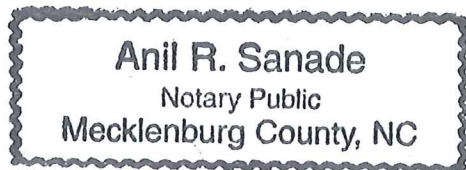
Acknowledgement

State of North Carolina
County of Mecklenburg

On 24/Jan/2014, before me, Anil R Sanade,
(date) (notary)

personally appeared, Marc Hubbard,
(signers)

- ☐ personally known to me -- OR -- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument



(seal)

WITNESS my hand and official seal

[Signature]
(notary signature)

Commission Expires: 12, November 2016

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ Individual
☐ Corporation Officer

title(s)

- ☐ Partner(s)
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

SIGNER IS REPRESENTING:
Name of Person(s) OR Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document
Agreement To Forfeit Real Property To Obtain Defendants Release

Number of Pages

1/24/2014
Date of Document

Other

Right Thumbprint
of Signer
(if required)

